

Southern Pacific Transportation Company

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ATTORNEYS

September 25, 1984

WRITER'S DIRECT DIAL NUMBER

(415) 5 OCT 2 1984 - 10 05 AM

INTERSTATE COMMERCE COMMISSION

OCT 2 1984 - 10 05 AM Date OCT 2 1984

Ms. James H. Bayne
Secretary
Interstate Commerce Commission
Twelfth Street & Constitution Avenue
Washington, D.C. 20423

Fee \$ 20.00
ICC Washington, D.C.

RE: Agreement of Conditional Sale dated as of
April 1, 1976, between Southern Pacific
Transportation Company, First Pennsylvania
Bank, N.A., and Whitehead & Kales Company

Dear Mr. Bayne:

There are enclosed for recording, pursuant to the provisions
of Title 49, United States Code, Section 11303, the original and
three (3) fully executed counterparts each of Third Supplemental
Agreement and Assignment and Transfer of Certain Road Equipment,
each dated as of September 10, 1984, between Southern Pacific
Transportation Company and First Pennsylvania Bank, N.A.,
amending the above-entitled Agreement of Conditional Sale and
Agreement and Assignment dated as of April 1, 1976, together with
this Company's voucher in payment of the recording fees.

The following documents have been recorded with the
Commission under Section 11303 in this matter:

Agreement of Conditional Sale dated as of April 1,
1976, between Whitehead & Kales Company and Southern
Pacific Transportation Company, recorded on May 11,
1976, at 2:20 PM assigned Recordation No. 8321;

First Supplemental Agreement dated as of January 7,
1980, between Whitehead & Kales Company and Southern
Pacific Transportation Company, recorded on January 23,
1980, at 2:50 PM, and assigned Recordation No. 8321-A;

ICC OFFICE OF
THE SECRETARY
OCT 2 9 52 AM '84
MOTOR OPERATING UNIT

Jim D. Webb

Countersigned

Mr. James H. Bayne
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Second Supplemental Agreement dated as of August 1, 1981, between Whitehead & Kales Company and Southern Pacific Transportation Company, recorded on August 11, 1981, at 3:50 PM, assigned Recordation No. 8321-B;

Officer's Certificate dated as of January 31, 1983, relating to First Supplemental Agreement dated as of January 7, 1980, recorded on February 18, 1983, at 11:35 AM, assigned Recordation No. 8321-C; and

Car Lease Agreement dated June 10, 1983, between Southern Pacific Transportation Company and Consolidated Rail Corporation, recorded on August 22, 1983, at 10:20 AM, assigned Recordation No. 8321-D.

In connection with the recording of the enclosed Supplement and Assignment and Transfer, each dated September 10, 1984, the following information is set forth in accordance with the provisions of Section 57.4 of the Commission's Order of July 28, 1952, as amended:

Third Supplemental Agreement dated as of September 10, 1984, between Southern Pacific Transportation Company, Vendee, and First Pennsylvania Bank, N.A., Assignee.

General Description of Equipment Covered by
Third Supplemental Agreement

Number
of Units

Description

| | |
|---|--|
| 1 | 2000 H.P. Locomotive; General Motors (Electro-Motive Division), builder; lettered SP and numbered 2970; GRIP Date - May, 1978. |
|---|--|

Mr. James H. Bayne
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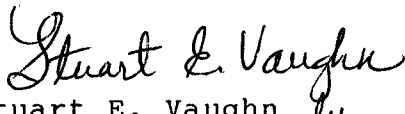
Assignment and Transfer of Certain Road Equipment
dated as of September 10, 1984, between Southern
Pacific Transportation Company, Vendee, and First
Pennsylvania Bank, N.A., Assignee.

General Description of Equipment Covered by
Assignment and Transfer of Certain Road Equipment

| <u>Number of Units</u> | <u>Description</u> |
|----------------------------|--|
| 1 | 70-ton box car; Pullman Standard, builder; lettered SP and numbered 248030. |
| 3 | Flat cars; Whitehead & Kales Company, builder; lettered SP and numbered 515843, 515891 and 516043. |

When the recording of the Third Supplemental Agreement and
the Assignment and Transfer of Certain Road Equipment have been
completed, will you kindly endorse, with the pertinent recording
information, all executed counterparts thereof which are pre-
sented to you by our representative herewith, and return the
remainder of the same to her.

Very truly yours,


Stuart E. Vaughn

Enclosures

10/2/84

Interstate Commerce Commission
Washington, D.C. 20423

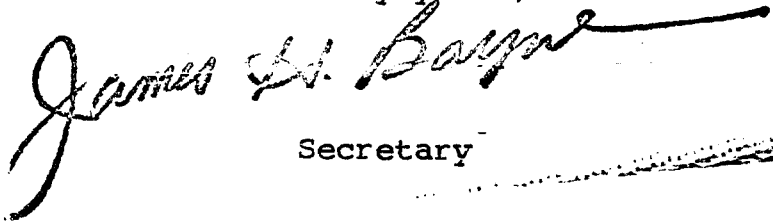
OFFICE OF THE SECRETARY

Stuart E. Vaughn
Southern Pacific Transp. Co.
Southern Pacific Building
One Market Plaza
San Francisco, Calif. 94105

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 10/2/84 at 10:05am and assigned re-recording number(s). 8321-E & 8321-F & 14437

Sincerely yours,


Secretary

Enclosure(s)

THIRD
SUPPLEMENTAL AGREEMENT

RECORDATION NO. 8321-E
OCT 2 1984 10 02 AM
INTERSTATE COMMERCE COMMISSION

THIS THIRD SUPPLEMENTAL AGREEMENT, dated as of September 10, 1984, by and between Southern Pacific Transportation Company, a corporation organized and existing under and by virtue of the laws of the State of Delaware (hereinafter called the "Company"), and First Pennsylvania Bank, N.A., a corporation organized and existing under and by virtue of the laws of the State of Pennsylvania (said Bank hereinafter called "Assignee"), with a principal office and place of business at 30 South 30th Street, Philadelphia, Pennsylvania, as Agent acting under an Agreement dated as of the first day of April, 1976.

WITNESSETH

WHEREAS, Whitehead & Kales Company, a corporation organized and existing under and by virtue of the laws of the State of Michigan (hereinafter called the "Builder"), and the Company have entered into an Agreement of Conditional Sale dated as of April 1, 1976 (hereinafter called "Conditional Sale Agreement"), pursuant to which Builder agreed to build, sell and deliver to the Company, and the Company agreed to purchase certain railroad equipment (hereinafter called the "Equipment"), consisting of flat cars, all as described therein; and

WHEREAS, the Builder thereafter assigned its rights under the Conditional Sale Agreement and its right, title

and interest to the Equipment to the Assignee pursuant to an Agreement and Assignment dated as of April 1, 1976 (hereinafter called the "Assignment"), between the Builder and the Assignee; and

WHEREAS, the Conditional Sale Agreement and the Assignment were recorded with the Interstate Commerce Commission in accordance with Title 49, United States Code, Section 11303 on May 11, 1976, and assigned Recordation No. 8321; and

WHEREAS, certain flat cars and a box car (hereinafter collectively called "Destroyed Equipment") comprising said Equipment have been destroyed, and in accordance with the provisions of said Conditional Sale Agreement, the Company has assigned and transferred to the Assignee other standard-gauge railroad equipment (hereinafter collectively called the "Replacement Equipment"), hereinafter specifically described, free from all liens and encumbrances, at least equal to the depreciated value, determined as provided in the Conditional Sale Agreement, of the Destroyed Equipment at the time of its destruction; and

WHEREAS, the Conditional Sale Agreement provides that upon transfer of title to said Replacement Equipment to Assignee, the same shall immediately become subject to all of the terms and conditions of the Conditional Sale Agreement, as though part of the original Equipment delivered thereunder.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements hereinafter

set forth, it is agreed by and among the parties hereto that:

1. The Conditional Sale Agreement is hereby amended to include the following described Replacement Equipment:

| <u>Number of Units</u> | <u>Description</u> |
|----------------------------|--|
| 1 | 2000 H.P. Locomotive; General Motors (Electro-Motive Division), builder; lettered SP and numbered 2970; GRIP Date - May, 1978. |

The above-described Replacement Equipment is hereby made subject to all of the terms and conditions of the Conditional Sale Agreement, as though part of the original Equipment delivered thereunder.

2. The Assignment is hereby amended to permit the aforesaid amendment to the Conditional Sale Agreement as though originally set forth in the Conditional Sale Agreement.

3. The Company will promptly cause this Third Supplemental Agreement to be filed and recorded with the Interstate Commerce Commission in accordance with Section 11303.

4. Except as amended and supplemented hereby, the Conditional Sale Agreement and the Assignment shall remain unaltered and in full force and effect.

5. This Third Supplemental Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original counterpart. Although this Third Supplemental Agreement is

dated for convenience as of September 10, 1984, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgements hereto annexed.

IN WITNESS WHEREOF, the parties hereto have caused this Third Supplemental Agreement to be duly executed as of the date first above written.

SOUTHERN PACIFIC
TRANSPORTATION COMPANY

By 
Vice President and Treasurer

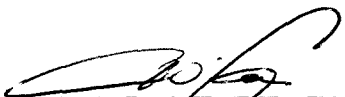
Attest:


Assistant Secretary

FIRST PENNSYLVANIA BANK, N.A.,
as Agent

By 
Corporate Trust Officer

Attest:


Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA)
) ss.
CITY AND COUNTY OF PHILADELPHIA)

On this 17th day of September, 1984, before me personally appeared LYNN A. TUZINSKI, to me personally known, who, being by me duly sworn, says that she is Corporate Trust Officer of FIRST PENNSYLVANIA BANK, N.A.; that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Lynne N. McCorry
Notary Public

LYNNE N. McCORRY
Notary Public, Phila., Phila. Co.
My Commission Expires May 5, 1986